

# Exhibit I

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## NEW JERSEY AUTO STANDARD POLICY COVERAGE SELECTION FORM

<b>Policy Number:</b> (20)9949-99-79	<b>Policy Effective Date:</b> 12/04/2020
<b>Company:</b> CHUBB INSURANCE COMPANY OF NEW JERSEY	
<b>Producer:</b> CONNER STRONG & BUCKELEW COMPANIES LLC	
<b>Applicant/Named Insured:</b> ALUMINUM SHAPES LLC	

This Coverage Selection Form is for a STANDARD POLICY, see Buyer's Guide, insert page number here. A BASIC POLICY with the minimum of required coverages is also available for a lower premium. A SPECIAL POLICY with a very low premium is also available for persons enrolled in Medicaid. Contact your insurer or producer for more information.

**BODILY INJURY LIABILITY** – Buyer's Guide, insert page number here:

Choose either the Bodily Injury Liability Split Limits or Combined Single Limit that you want:

Split Limits	OR	Combined Single Limit
<div style="display: flex; justify-content: space-between;"> <div style="text-align: right;">\$</div> <div style="text-align: left;">15,000/30,000</div> </div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="display: flex; justify-content: space-between;"> <div style="text-align: right;">\$</div> <div style="text-align: left;">35,000</div> </div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
<div style="text-align: left;">20,000/40,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="text-align: left;">50,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
<div style="text-align: left;">25,000/50,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="text-align: left;">75,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
<div style="text-align: left;">50,000/100,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="text-align: left;">100,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
<div style="text-align: left;">100,000/300,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="text-align: left;">200,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
<div style="text-align: left;">250,000/500,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>		<div style="text-align: left;">300,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>
		<div style="text-align: left;">500,000</div> <div style="border-top: 1px solid black; height: 10px; margin-top: 10px;"></div>

Other coverage limits are available. Please contact your insurer or insurance producer.

**PROPERTY DAMAGE LIABILITY** – Buyer's Guide, insert page number here:

Choose the Property Damage Limits you want: (Do **NOT** choose a Property Damage Limit if you have chosen a Combined Single Limit in the previous Section).

<b>(Choose one): Deductible</b>		
<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$50,000
<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$100,000

Other coverage limits are available. Please contact your insurer or insurance producer.

**PERSONAL INJURY PROTECTION (PIP)** – Buyer's Guide, insert page number here:

☐ I choose the standard PIP Medical Expense Limit of \$250,000.

☐ I choose one of the lower PIP Medical Expense Limits below.

**WARNING:** Prior to November 15, 1998, all auto insurance policies had PIP Medical Expense Benefit limits of \$250,000. The limits below provide you with less coverage.

☐ \$150,000\* for a                      % to %,                      or a                      \$ to \$,                      reduction in the PIP premium.

☐ \$75,000\* for a                      % to %                      or a                      \$ to \$,                      reduction in the PIP premium.

☐ \$50,000\* for a                      % to %                      or a                      \$ to \$,                      reduction in the PIP premium.

☐ \$15,000\* for a                      % to %                      or a                      \$ to \$,                      reduction in the PIP premium.

*Include both the range of percentage reduction and corresponding dollar amounts based upon your average Statewide premium.*

\* Even if you choose one of the amounts above, all medically necessary treatment over the policy limit up to \$250,000 will be paid for permanent or significant brain injury, spinal cord injury or disfigurement or treatment of other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following the accident and until a doctor says that you no longer require critical care.

Choose the PIP Medical Expenses Deductible you want:

☐ \$250 deductible, minimum required by law.

☐ \$500 deductible, for a                      % to %,                      or a                      \$ to \$,                      reduction in the PIP premium.

☐ \$1,000 deductible, for a                      % to %                      or a                      \$ to \$,                      reduction in the PIP premium.

☐ \$2,000 deductible, for a                      % to %                      or a                      \$ to \$ ,                      reduction in the PIP premium.

☐ \$2,500 deductible, for a                      % to %                      or a                      \$ to \$,                      reduction in the PIP premium.

*Include both the range of percentage reduction and corresponding dollar amounts based upon your average Statewide premium.*

Health Insurer for PIP Option

☐ I choose the health insurer for PIP option – Buyer's Guide, insert page number here:

The name of my health insurer(s) is (are):

<b>Name:</b>
<b>Policy/Group Number/Certificate Number:</b>
<b>Name:</b>
<b>Policy/Group Number/Certificate Number:</b>
<b>Name:</b>
<b>Policy/Group Number/Certificate Number:</b>

#### Extra PIP Package Coverage Options

The Extra PIP Package benefits include income continuation, essential services, death benefits and funeral expense benefits – Buyer's Guide, insert page number here:

You may choose not to have the Extra PIP Package benefits for a                      % to %,                      or a                      \$ to \$,                      reduction in the                      PIP premium.

*Include both the range of percentage reduction and corresponding dollar amounts in comparison to your average Statewide base PIP premium.*

☐ I choose PIP Medical Expense Only.

You may choose to have higher limits for the Extra PIP Package of Income Continuation, Essential Services, Death and Funeral Benefits – Buyer's Guide, insert page number here:

ADDITIONAL PIP BENEFITS						
Choose One	Income Continuation		Essential Services		Added Death Benefit	Funeral Benefit
	Weekly	Total Aggregate	Per Day	Total Aggregate		
	\$100	\$10,400	\$12	\$8,760	\$10,000	\$2,000
	\$125	\$13,000	\$20	\$14,600	\$10,000	\$2,000
	\$175	\$18,200	\$20	\$14,600	\$10,000	\$2,000
	\$250	\$26,000	\$20	\$14,600	\$10,000	\$2,000
	\$400	\$41,600	\$20	\$14,600	\$10,000	\$2,000
	\$500	\$52,000	\$20	\$14,600	\$10,000	\$2,000
	\$600	\$62,400	\$20	\$14,600	\$10,000	\$2,000
	\$700	\$72,800	\$20	\$14,600	\$10,000	\$2,000
	\$100	Unlimited	\$12	\$8,760	\$10,000	\$2,000
	\$125	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$175	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$250	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$400	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$500	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$600	Unlimited	\$20	\$14,600	\$10,000	\$2,000
	\$700	Unlimited	\$20	\$14,600	\$10,000	\$2,000

☐ I choose an unlimited total aggregate amount of Income Continuation coverage instead of the amount listed above.

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE** – Buyer's Guide, insert page number here:

You may choose one of the following higher limits of Uninsured/Underinsured Motorists Coverage, up to your Bodily Injury Liability Insurance Limit or Combined Single Limit for Liability Coverage.

Split Limits		OR	Combined Single Limit	
_____ \$	15,000/30,000		_____ \$	35,000
_____	20,000/40,000		_____	50,000
_____	25,000/50,000		_____	75,000
_____	50,000/100,000		_____	100,000
_____	100,000/200,000		_____	200,000
_____	100,000/300,000		_____	300,000
_____	250,000/500,000		_____	500,000
_____	300,000/300,000		_____	1,000,000
_____	500,000/500,000			
_____	500,000/1,000,000			
_____	1,000,000/1,000,000			
_____	(Other)		_____	(Other)

You may choose one of the following higher limits of Uninsured/Underinsured Motorists Property Damage Coverage, up to your Property Damage Liability Insurance Limit if you have NOT chosen a Combined Single Limit for Uninsured/Underinsured Motorists Coverage above.

Property Damage	
_____	\$ 5,000
_____	10,000
_____	25,000
_____	50,000
_____	100,000
_____	_____ (Other)

**COLLISION COVERAGE** – Buyer's Guide, insert page number here:

- ☐ No, I choose not to be covered for collision damage.
- ☐ Yes, I choose to be covered for collision damage with the default \$750 deductible.
- ☐ Yes, I choose to be covered for collision damage with the deductible checked below. This premium will be less than the premium with the default \$750 deductible. Details available from insurer or insurance producer (that is, agent or broker).

<b>(Choose one): Deductible</b>		
<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$2,000
<input type="checkbox"/> \$2,500		

- ☐ Yes, I choose to be covered for collision damage with the deductible checked below. This premium will be more than the premium with the default \$750 deductible. Details available from insurer or insurance producer.

<b>(Choose one): Deductible</b>		
<input type="checkbox"/> \$100	<input type="checkbox"/> \$150	<input type="checkbox"/> \$200
<input type="checkbox"/> \$250	<input type="checkbox"/> \$500	

**COMPREHENSIVE COVERAGE** – Buyer's Guide, insert page number here:

- ☐ No, I choose not to be covered for comprehensive damage.
- ☐ Yes, I choose to be covered for comprehensive damage with the default \$750 deductible.
- ☐ Yes, I choose to be covered for comprehensive damage with the deductible checked below. This premium will be more than the premium with the default \$750 deductible. Details available from insurer or insurance producer.

**(Choose one): Deductible**

☐ \$1,000  
☐ \$2,500

☐ \$1,500

☐ \$2,000

- ☐ Yes, I choose to be covered for comprehensive damage with the deductible checked below. This premium will be more than the premium with the default \$750 deductible. Details available from insurer or insurance producer.

**(Choose one): Deductible**

☐ \$0  
☐ \$150  
☐ \$500

☐ \$50  
☐ \$200

☐ \$100  
☐ \$250

**WARNING:** Insurers or their producers or representatives shall not be held liable for choices you make for insurance coverages or limits as long as your choices provide at least the minimum coverage required by law. Insurers or their producers or representatives also shall not be held liable if you choose not to purchase higher limits of PIP medical expense coverage, higher limits of uninsured/underinsured motorists coverage, collision coverage or comprehensive coverage. Insurers, their producers and representatives can lose this limitation on liability for failing to act in accordance with the law. See N.J.S.A. 17:28-1.9 for more information.

**LAWSUIT OPTIONS** – Buyer's Guide, insert page number here:

- ☐ I want the Limitation on Lawsuit Option.
- ☐ I want the No Limitation on Lawsuit Option. My bodily injury liability premium\* will be \_\_\_\_\_ % to \_\_\_\_\_ % higher if I select the No Limitation on Lawsuit option instead of the Limitation on Lawsuit option, depending upon where my car is garaged, my bodily injury liability coverage limit, and other factors. Per vehicle, my bodily injury liability premium\* at current rates will be \$ \_\_\_\_\_ to \$ \_\_\_\_\_ higher on each \_\_\_\_\_ renewal of my policy if I select the No Limitation on Lawsuit option instead of the Lawsuit option. I understand that I can contact my insurer or my insurance producer for specific details.



**WARNING:** Insurance Companies or their producers or representatives shall not be held liable for your choice of lawsuit option (limitation on lawsuit option or no limitation on lawsuit option). Insurers or their producers or representatives also shall not be liable if the limitation on lawsuit option is imposed by law because no choice was made on the coverage selection form. Insurers, their producers or representatives can lose this limitation on liability for failing to act in accordance with the law. See N.J.S.A. 17:28-1.9 for more information.

\* If you have a combined single limit policy, the policy declaration page will not include a specific premium for "bodily injury liability" coverage.

#### **STATEMENT OF INSURED OR APPLICANT**

I have read the Buyer's Guide outlining the coverage options available to me. The limits available for PIP medical expense coverage and uninsured and underinsured motorists coverage have been explained to me. My choices are shown above. I agree that each of these choices will apply for all vehicles insured by my policy and each subsequent renewal, continuation, replacement or amendment until the insurer or its insurance producer receives my request that a change be made.

For new policyholders, I understand that:

- (1) If I do not make a choice to have the No Limitation on Lawsuit Option, I will receive the Limitation on Lawsuit option;
- (2) If I carry collision and/or comprehensive coverage without making a written choice of deductible, I will receive the default \$750 deductible;
- (3) If I do not choose to have my health insurer provide PIP medical expense benefits, my auto insurer will provide PIP medical expense benefits; and
- (4) If I do not choose a lower PIP medical expense limit, I will receive the \$250,000 limit.

I understand that if this is a policy renewal and I do not complete choices, I will receive the same coverage as in my previous policy except when changes are required by a law becoming effective during the term of my previous policy. I understand that these choices take effect in the following manner:

- (1) For new policies, on the effective date of the policy;
- (2) For mid-term policy changes, on the day following the date of the postmark or, when personal delivery is made or the postmark is illegible, the day following receipt of this form by the insurer or producer; and
- (3) For changes upon renewal, on the date of the next policy renewal if postmarked received by the insurance company or by an insurance producer prior to the renewal date.

**ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THAT APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.**

Please check the appropriate box to which this form applies:

☐

New Policy

☐

Mid-Term Change

☐

Renewal Change

\_\_\_\_\_  
**SIGNATURE OF NAMED INSURED OR APPLICANT**

\_\_\_\_\_  
**Date**

## **ADVISORY NOTICE TO POLICYHOLDERS**

### **U.S. TREASURY DEPARTMENT-S OFFICE OF FOREIGN ASSETS CONTROL (-OFAC-)**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

### **PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of –national emergency–. OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As –Specially Designated Nationals and Blocked Persons--. This list can be located on the United States Treasury-s web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

*Notice to our Producers*

*Policy Surcharge To Recoup New Jersey Property - Liability  
Insurance Guaranty Association Assessments*

The New Jersey Property - Liability Insurance Guaranty Association ("PLIGA") is empowered to assess its member insurers in order to provide sufficient funds for PLIGA to pay claims against insurers that have been judicially declared insolvent. Insurers are currently required to recoup such assessments through a policy surcharge on premiums for policies providing the kinds of insurance to which PLIGA's obligations apply. Policies issued or renewed on or after May 1, 1997 are subject to this surcharge which will be separately identified on the premium bills as "PLIGA Surcharge".

If the premium is paid by installment the full surcharge must be paid with the first premium installment. PLEASE NOTE that by law, this surcharge is not considered premium for the purpose of commissions. Also, this surcharge shall not apply to assessments made by PLIGA pursuant to the Fair Automobile Insurance Reform Act of 1990.

If you have any questions, or require additional information please contact your local Chubb underwriter.

Very truly yours,

Chubb  
Manager

## ***POLICYHOLDER NOTICE***

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

## ***PREMIUM STATEMENT***

**Policy Number** (20) 9949-99-79

**Company** CHUBB INSURANCE COMPANY OF NEW JERSEY

**Insured** ALUMINUM SHAPES LLC

**Address:** 9000 RIVER ROAD

DELAIR  
NJ 08110-

**Agent/ Broker:** CONNER STRONG & BUCKELEW COMPANIES LLC  
2 COOPER ST 18TH FL  
CAMDEN NJ 08101-0000

***Annual or Deposit Premium for Period:***

**From:** 12-04-2020 **To:** 12-04-2021

**Endorsement Date:** 12-04-2020

Coverage	Premium
AUTOMOBILE	\$ 27,958.75
(Including Taxes, Surcharges & Fees)	
The Kentucky Municipal Premium Tax is the only Tax, Surcharge or Fee on which the producer may receive commission.	
No commission may be taken on CIGA, Kentucky Surcharge, FHCFEA, MAIF, MCCA, MIGA, NYMVF, NCRF, OIGA, PLIGA, PRCIGA, SCPPRFC, TXTPAF, or WVPS. - See forms 16-02-0209 and 16-10-0116 for details for each Tax, Surcharge and/or Fee.	
TOTAL AMOUNT ON WHICH COMMISSION IS PAID	\$ 27,792.00
COMMISSION	0%



Authorized Representative

***Dear Policyholder:***

Pursuant to New Jersey law, the amount due for this policy includes a surcharge to pay for claims made by New Jersey claimants against insolvent insurance companies which were doing business in the state. This surcharge is called the "New Jersey Property – Liability Insurance Guaranty Association Surcharge" and is identified as a separate item in your premium bill as the "PLIGA Surcharge".

If you have any questions or require additional information about the surcharge, please contact your agent or broker.

Very truly yours,

Chubb  
Manager

**CHUBB\***Chubb Group of Insurance Companies  
202B Hall's Mill Road, Whitehouse Station, NJ 08889

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**CHUBB INSURANCE COMPANY OF NEW JERSEY**

Incorporated under the laws of New Jersey

**POLICY NUMBER:** (20) 9949-99-79**COMMERCIAL AUTO****BUSINESS AUTO DECLARATIONS****ITEM ONE****PRODUCER:**

CONNER STRONG &amp; BUCKELEW COMPANIES LLC

**NAMED INSURED:** ALUMINUM SHAPES LLC**MAILING ADDRESS:** 9000 RIVER ROAD  
DELAIR, NJ 08110**POLICY PERIOD:** From 12-04-2020 to 12-04-2021 at 12:01 A.M. Standard Time at your  
mailing address shown above**PREVIOUS POLICY NUMBER:** (19) 9949-99-79**FORM OF BUSINESS:**☐ CORPORATION ☒ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL  
☐ PARTNERSHIP ☐ OTHER \_\_\_\_\_IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 27,959					
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY	
				QUARTERLY	
					MONTHLY

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

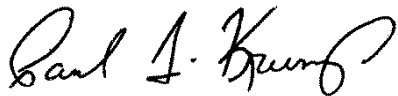
**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

Policy Number: (20)9949-99-79

**These declarations Pages with Policy Provisions and Endorsement(s) Complete above numbered policy.**

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized Representative of the company.

## Chubb Insurance Company of New Jersey



President



Secretary



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Authorized Representative



**ITEM TWO**

**Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	1	\$1,000,000	\$ 22,517
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ 250 DEDUCTIBLE.	\$ 233
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	2	\$ 10,000 EACH INSURED	\$ 140
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	\$ 35,000	\$ 207
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	\$ 35,000	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	\$ 602
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	\$ 2,013
PHYSICAL DAMAGE TOWING AND LABOR	3	SEE SCHEDULE FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	\$ 2
TAX/SURCHARGE/FEE			\$ 166.75
PREMIUM FOR ENDORSEMENTS			\$ 2,078
*ESTIMATED TOTAL PREMIUM			\$ 27,958.75

\*This policy may be subject to final audit.

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Primarily Garaged		
NJ1	2015, GMC YUKON XL (SUV), 1GK2SHKC2FR196881				DELAIR NJ, 112		\$ 35,000 ACV
NJ2	2014, FREIGHTLINER 4X2 M2 SERIES 106 BBC CONV CHS-CAB W, 3ALACXDT4EDFZ3294				DELAIR NJ, 112		\$ 80,000 ACV
NJ3	2015, FREIGHTLINER 4X2 M2 SERIES 106 BBC CONV CHS-CAB W, 3ALACXDT0FDGN8983				DELAIR NJ, 112		\$ 80,000 ACV
NJ4	2005, FONTAINE FLAT-BED TRAILER, 13N1482C151528691				DELAIR NJ, 112		\$ 30,000 ACV
NJ5	2016, BUICK ENCORE, KL4JASB1GB678618				DELAIR NJ, 112		\$ 30,000 ACV
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
NJ1	50	C	5,550	7	All Others	034990	
NJ2	50	C	33,000	8	All Others	334990	
NJ3	50	C	33,000	7	All Others	334990	
NJ4	50			12	All Others	684990	
NJ5				6		739800	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
NJ1	\$ 1,000,000	\$ 2,544		\$ 15			
NJ2	\$ 1,000,000	\$ 3,138		\$ 15			
NJ3	\$ 1,000,000	\$ 3,138		\$ 15			
NJ4	\$ 1,000,000	\$ 200					
NJ5	\$ 1,000,000	\$ 1,126	\$ 250	\$ 143			
<b>Total Premium</b>							

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
NJ6	2017, FORD F-350, 1FT8W3B60HEE23387				DELAIR NJ, 112		\$ 49,987 ACV
NJ7	2019, FORD F450SD, 1FT8W4DT0KEC73278				DELAIR NJ, 112		\$ 55,991 ACV
NJ8	2012, OTTAWA, 313882				DELAIR NJ, 112		\$ 30,000 ACV
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
NJ6	50	C	10,500	5	All Others	234990	
NJ7	50	C	16,500	3	All Others	234990	
NJ8	50	C	45,000	10	All Others	334990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
NJ6	\$ 1,000,000	\$ 2,739		\$ 15			
NJ7	\$ 1,000,000	\$ 2,739		\$ 15			
NJ8	\$ 1,000,000	\$ 3,138		\$ 15			
<b>Total Premium</b>		\$ 18,762		\$ 233			

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
NJ1	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
NJ2	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
NJ3	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
NJ4	\$10,000	\$ 2					
NJ5					\$ 35,000	\$ 33	INCL
<b>Total Premium</b>							
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement Premium
NJ1	1,000	\$ 62			\$ 1,000	\$ 207	
NJ2	1,000	\$ 60			\$ 1,000	\$ 279	
NJ3	2,500	\$ 57			\$ 2,500	\$ 287	
NJ4	1,000	\$ 16			\$ 1,000	\$ 45	
NJ5	1,000	\$ 51			\$ 1,000	\$ 222	\$200 \$ 2
<b>Total Premium</b>							

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
NJ6	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
NJ7	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
NJ8	\$10,000	\$ 23			\$ 35,000	\$ 29	INCL
<b>Total Premium</b>		\$ 140				\$ 207	INCL

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement
							Premium
NJ6	1,000	\$ 65			\$ 1,000	\$ 277	
NJ7	1,000	\$ 72			\$ 1,000	\$ 308	
NJ8	1,000	\$ 42			\$ 1,000	\$ 117	
<b>Total Premium</b>		\$ 425				\$ 1,742	\$ 2

**ITEM FOUR**

**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage	NJ	\$ 72,000	\$ 1,750
<b>TOTAL HIRED AUTO PREMIUM</b>			\$ 1,750

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	NJ	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$72,000	\$ 177
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	NJ	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	\$72,000	\$ 271
TOTAL HIRED AUTO PREMIUM				\$ 448
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR**

**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages</b>					
<b>COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>		<b>PREMIUM</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					



ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment – Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR**

**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					

**ITEM FIVE**

**SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	360	\$ 2,005
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM			\$ 2,005

**ITEM SIX**

**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

<b>Type Of Risk</b> (Check one): <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly</b> (Check One): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	
<b>Personal Injury Protection</b>	
<b>Added Personal Injury Protection</b>	
<b>Property Protection Insurance (Michigan Only)</b>	
<b>Auto Medical Payments</b>	
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	
<b>Comprehensive</b>	
<b>Specified Causes Of Loss</b>	
<b>Collision</b>	
<b>Towing And Labor</b>	

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

**Chubb. Insured.™**

**Policy Number**  
**(20)9949-99-79**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured ALUMINUM SHAPES LLC

Effective Date: 12-04-2020

12:01 A.M., Standard Time

Agent Name CONNER STRONG & BUCKELEW COMPANIES LLC

Agent No. 51889-000

COMMON POLICY FORMS AND ENDORSEMENTS

16-10-0254	02-04	ADVISORY NOTICE TO POLICYHOLDERS - OFAC
99-10-0309	05-97	NOTICE TO POLICYHOLDERS - NEW JERSEY
99-10-0872	06-07	IMPORTANT NOTICE
16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0251 (3)	09-16	SIGNATURE PAGE - CINJ
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0208	01-01	SCHEDULE OF FORMS AND ENDORSEMENTS
16-02-0209	01-01	SCHEDULE OF TAXES, SURCHARGES OR FEES
16-02-0028	09-20	INSTALLMENT PREMIUM ENDORSEMENT
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 23 87	10-13	EXCL INVOLVING NUC/BIO/CHEM MIN STAT LMT
IL 00 17	11-98	COMMON POLICY CONDITIONS
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
IL 01 41	09-08	NEW JERSEY CHANGES - CIVIL UNION
16-02-0210	01-01	99999 12/20 SCHEDULE OF NAMED INSURED(S)
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

AUTOMOBILE FORMS AND ENDORSEMENTS

16-02-0316	10-14	PRIMARY AND NON-CONTRIBUTORY LIABILITY
16-02-0292	11-16	CHUBB BROAD FORM ENDORSEMENT
16-10-0196	01-01	REDUCING AUTO LOSSES
CA 01 84	11-16	NJ CHANGES - PHYSICAL DAMAGE INSPECTION
CA 01 88	10-13	NEW JERSEY CHANGES
CA 02 04	04-11	NEW JERSEY CHANGES - CANCEL FOR OVERSIZE
IL 02 08	09-07	NJ CHANGES-CANC & NONREN
CA 21 14	10-16	NJ UNINSURED AND UNDERINSURED COVERAGE
16-02-0304	05-11	EARLIER NOTICE OF CANCELLATION OR NONREN
CA 22 30	01-20	NJ PERSONAL INJURY PROTECTION
CA 22 68	10-13	NJ PIP - OPTIONAL WAIVER OF SCHED MED EX
01-10-1421	06-01	NEW JERSEY PIP IMPORTANT NOTICE
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 23	10-13	RENTAL REIMBURSEMENT COVERAGE
CA 99 48	10-13	POLLUTION LIAB BROAD COV FOR COV AUTO

**Policy Number**  
**(20)9949-99-79**

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Named Insured ALUMINUM SHAPES LLC

Effective Date: 12-04-20  
12:01 A.M., Standard Time

Agent Name CONNER STRONG & BUCKELEW COMPANIES LLC

Agent No. 51889-000

TAXSCHED1 (cont.)

TAXES/SURCHARGES DETAILED BREAKDOWN :

NJ-PLIGA SURCHARGE	\$	166.75
		-----
TOTAL TAXES/SURCHARGES	\$	166.75

Effective Date of this endorsement 12-04-2020 Attached to and forming part of Policy Number (20) 9949-99-79

Agent or Broker CONNER STRONG & BUCKELEW COMPANIES LLC

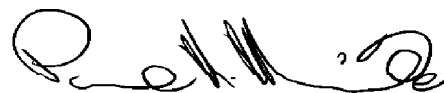
Issued to: ALUMINUM SHAPES LLC

### Installment Premium Agreement

It is agreed that the premium shown in the policy to which this endorsement is attached is payable in installments which shall be due and payable on the dates and in the amounts indicated on the bill.

The bill which corresponds with this policy has been mailed / distributed separately. When you receive the bill, please pay the amount due by the date indicated.

All other terms and conditions not inconsistent herewith remain unchanged.



\_\_\_\_\_  
Authorized Representative

COMMERCIAL AUTO  
CA 00 01 10 13

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## **2. Coverage Extensions**

### **a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### **b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## **B. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### **3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

**(1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

**(2)** Otherwise in the course of transit by or on behalf of the "insured"; or

**(3)** Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

**(1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

**(2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

**(a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

**(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### **12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### **13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### **C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### **4. Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
    - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### **a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### **b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## **C. Limits Of Insurance**

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### **SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

##### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### **4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### **B. General Conditions**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### **6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".



Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";to which this insurance applies, are alleged.

"Suit" includes:

  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

COMMERCIAL AUTO  
CA 23 87 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR,  
BIOLOGICAL OR CHEMICAL TERRORISM ABOVE  
MINIMUM STATUTORY LIMITS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

**1.** "Terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

**b.** When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** The following exclusion is added:

**Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

However, with respect to Covered Autos Liability Coverage and Personal Injury Protection Coverage, if applicable, this exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits for each coverage.

With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, this exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Covered Autos Liability Coverage.

- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMPLIANCE WITH APPLICABLE  
TRADE SANCTION LAWS**

All coverage parts in this policy are subject to the following Common Policy Condition:

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain the same.

IL 01 41 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY CHANGES – CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The term "spouse" is replaced by the following:**

Spouse or party to a civil union recognized under New Jersey law.

**B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:**

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

**C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:**

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

**Policy Number**  
**(20)9949-99-79**

**ENDORSEMENT**

Named Insured ALUMINUM SHAPES LLC

Effective Date: 12-04-20  
12:01 A.M., Standard Time

Agent Name CONNER STRONG & BUCKELEW COMPANIES LLC

Agent No. 51889-000

99999 12/20 SCHEDULE OF NAMED INSURED(S)  
ALUMINUM SHAPES LLC  
DELAIR ALUMINUM, LLC



IL 00 03 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL 00 21 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: (20)9949-99-79

COMMERCIAL AUTO  
16-02-0316 Ed. 10 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ALUMINUM SHAPES LLC

**Endorsement Effective Date:** 12/04/2020

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A  
CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR  
ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

##### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

##### **2. BROAD FORM INSURED**

###### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

###### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of  
SECTION III – PHYSICAL DAMAGE COVERAGE  
the following is added:

No deductible applies to glass damage if the glass  
is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III –  
PHYSICAL DAMAGE COVERAGE is amended to  
add the following:

If this Coverage Form and any other Coverage  
Form or policy issued to you by us that is not an  
automobile policy or Coverage Form applies to the  
same “accident”, the following applies:

1. If the deductible under this Business Auto  
Coverage Form is the smaller (or smallest)  
deductible, it will be waived; or
2. If the deductible under this Business Auto  
Coverage Form is not the smaller (or smallest)  
deductible, it will be reduced by the amount of  
the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF  
ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF  
AN ACCIDENT, CLAIM, SUIT OR LOSS of  
SECTION IV - BUSINESS AUTO CONDITIONS is  
deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or  
“loss”, you must promptly notify us when the  
“accident” is known to:
  - (1) You or your authorized representative, if  
you are an individual;
  - (2) A partner, or any authorized  
representative, if you are a partnership;
  - (3) A member, if you are a limited liability  
company; or
  - (4) An executive officer, insurance manager,  
or authorized representative, if you are an  
organization other than a partnership or  
limited liability company.

Knowledge of an “accident”, claim, “suit” or  
“loss” by other persons does not imply that the  
persons listed above have such knowledge.  
Notice to us should include:

- (1) How, when and where the “accident” or  
“loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and  
addresses of any injured persons or  
witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US of  
SECTION IV – BUSINESS AUTO CONDITIONS is  
deleted and replaced with the following:

5. We will waive the right of recovery we would  
otherwise have against another person or  
organization for “loss” to which this insurance  
applies, provided the “insured” has waived

their rights of recovery against such person or  
organization under a contract or agreement  
that is entered into before such “loss”.

To the extent that the “insured’s” rights to  
recover damages for all or part of any  
payment made under this insurance has not  
been waived, those rights are transferred to  
us. That person or organization must do  
everything necessary to secure our rights and  
must do nothing after “accident” or “loss” to  
impair them. At our request, the insured will  
bring suit or transfer those rights to us and  
help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE  
HAZARDS**

Paragraph B.2. – CONCEALMENT,  
MISREPRESENTATION or FRAUD of SECTION  
IV – BUSINESS AUTO CONDITIONS - is deleted  
and replaced with the following:

If you unintentionally fail to disclose any hazards  
existing at the inception date of your policy, we will  
not void coverage under this Coverage Form  
because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of  
SECTION IV – BUSINESS AUTO CONDITIONS -  
is amended to add the following:

- e. Any “auto” hired or rented by your “employee”  
on your behalf and at your direction will be  
considered an “auto” you hire. If an  
“employee’s” personal insurance also applies  
on an excess basis to a covered “auto” hired  
or rented by your “employee” on your behalf  
and at your direction, this insurance will be  
primary to the “employee’s” personal  
insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD,  
COVERAGE TERRITORY of SECTION IV –  
BUSINESS AUTO CONDITIONS is deleted and  
replaced with the following:

- (5) A covered “auto” of the private passenger  
type is leased, hired, rented or borrowed  
without a driver for a period of 45 days or  
less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is  
deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or  
disease sustained by any person, including  
mental anguish or death as a result of the “bodily  
injury” sustained by that person.

## **Reducing Automobile Losses**

A loss prevention guide for business owners

### **Auto accidents and your company's bottom line**

Work-related vehicle crashes can have a major impact on the safety and health of your employees -- and on the cost of operating your business. This guide is designed to help you reduce the impact of vehicle-related crashes on your bottom line by providing specific tips for improving employee performance and safety. Successful companies use these practices, whether they operate just one vehicle or a fleet of thousands.

Consider these statistics. According to the National Highway Traffic Safety Administration, last year there were:

- ☐ 6,289,000 police-reported crashes
- ☐ 3,200,000 injuries
- ☐ 41,345 deaths
- ☐ 3 workers die each day from work-related motor vehicle crashes.
- ☐ The leading cause of work-related injury, crashes accounted for 20% of all fatal workplace injuries.

The cost associated with these crashes is considerable. Motor vehicle crash injuries on and off the job cost employers almost \$55 billion in contributions to workers compensation, medical and disability insurance, life insurance, Social Security, auto liability and physical damage insurance.

### **What you can do**

The moment your employees get behind the wheel to perform their duties as drivers for your company, they face a number of situations over which you have no control: bad weather, poor road conditions, congested traffic and other drivers. However, you can have an influence on the quality of the people you employ as drivers and the vehicles they operate. To help you, we recommend you follow these tips for improving safety and minimizing the chance that crashes will happen.

#### **Check the driving records of all new employees who may drive for work-related purposes** before they are hired.

Drivers must give their permission for you to obtain their motor vehicle driving record or "MVR." You can obtain MVR reports through your state Department of Motor Vehicles or purchase them from employment information vendors. Requesting an MVR and taking the appropriate action is one of the most effective ways to prevent accidents.

**Make seat belt use personal, as well as company policy.** Set a good example by wearing a seatbelt and not tolerating exceptions to the rule. Crash data indicates 63% of occupants of passenger vehicles killed in traffic crashes were not wearing seat belts. Agencies such as the National Safety Council, National Highway Traffic Safety Administration and the Network of Employers for Traffic Safety have good materials to help companies promote seat belt use.

**Take time to observe your employees' driving skills.** Don't assume all employees know how to drive safely. If you attend a defensive driving class or other driver improvement program, you will be in a better position to critique the skills of other drivers. Consider attending a behind-the-wheel driver improvement program. This hands-on learning can have lasting benefits for you and your employees.

**Report vehicle crashes and incidents immediately to your insurance carrier.** This is critical to controlling your company's liability and costs. Make sure your employees know what to do if they're involved in an accident. Equip vehicles with glove box vehicle accident report forms as well as disposable cameras so drivers can record damage and vehicles at the scene. If you don't train your employees how to report crashes and record information, you may be subject to additional costs and liability. Finally, review all claim reports to determine the causes of the crash and, when possible, eliminate them in the future.

**Recognize good drivers on your staff and publicize good results.** Make driving safety a part of your business culture. Consider individual safety performance as you evaluate employees. Conversely, if you are having a problem with vehicle crashes, analyze the losses and determine the causes. Focus on the problems and recognize those who contribute to the solutions.

**Establish a clear policy of intolerance for impaired driving.** Drivers who are fatigued, affected by prescription or illegal drugs or alcohol are likelier to be involved in a crash. Again, set a good example as an employer. Do not host parties or employee gatherings that promote irresponsible use of alcohol or the use of drugs. The National Highway Traffic Safety Administration estimates that alcohol was involved in 39% of fatal crashes and 7% of all crashes. Fatigue can also contribute to crashes. Make sure delivery schedules and driving tasks allow drivers adequate time to rest and operate within the law.



**Select and provide vehicles that are designed for safety.** Consult the ratings supplied by the Insurance Institute for Highway Safety and the National Highway Traffic Safety Administration to learn about vehicles with the highest safety ratings. Company vehicles are like personal protective equipment: the better the protection, the milder the injury. Also, provide the funds and time to maintain vehicles; doing so will save money in the long run and reflect well on your company's image.

**Allow drivers to give their full attention to driving.** Because you spend so much time in vehicles, it is tempting to try to do other things while driving; eating, combing hair, shaving, writing, dictating, reading and talking on the phone to name a few. Drivers and employers must work together to eliminate distractions from focusing on the road. Cell phone use while driving is becoming an illegal act in some cities and countries. This simple rule applies: keep both hands on the wheel, your eyes on the road and your mind on driving. Incentives that prompt employees to use their drive time for other business activities should be eliminated.

**Adhere to regulations set by the Federal Highway Administration's Department of Transportation.** Some of your vehicles and operations may come under the jurisdiction of this department. Regulations relating to safe operations are found in the Code of Federal Regulations, Sections 350-399. These regulations apply to vehicles 1) weighing more than 10,000 pounds GVW, 2) transporting more than 15 passengers (including driver) or, transporting hazardous materials in quantities requiring the vehicle to be placarded. If you have such operations or vehicles, compliance with the Federal Motor Carrier Safety Regulations is a must and can contribute to the prevention of losses and fines.

#### **Driver/Traffic Safety Resources**

These organizations can assist you in your management and promotion of good driving habits:

**National Highway Traffic Safety Administration (NHTSA):** Offers information about driver, vehicle safety and vehicle crash test results. [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov)

**Federal Motor Carrier Safety Administration (FMCSA):** Access to Federal Motor Carrier Safety Regulations. [www.fmcsa.dot.gov/](http://www.fmcsa.dot.gov/)

**Insurance Institute for Highway Safety (IIHS):** Information about the crash worthiness of specific vehicles [www.hwysafety.org](http://www.hwysafety.org)

**Network of Employers for Traffic Safety (NETS):** Useful information for employers to promote safe driving and access to state NETS coordinators. [www.trafficsafety.org](http://www.trafficsafety.org)

**Driving Dynamics:** Supplier of behind-the-wheel driver training. [www.drivingdynamics.com](http://www.drivingdynamics.com)

**FLI Learning:** Supplier of safety training materials for different vehicle types [www.flilearning.com](http://www.flilearning.com)

**Gold Cross Safety:** Supplier of business fleet driver training resources [www.goldcross.net/](http://www.goldcross.net/)

**J.J. Keller and Associates, Inc.:** Supplier of transportation safety and compliance materials [www.jjkeller.com](http://www.jjkeller.com)

**National Safety Council (NSC):** Supplier of safety training resources and driver training courses. [www.nsc.org](http://www.nsc.org)

This guide is intended to be a general resource to help you develop effective loss prevention strategies. It is not a substitute for prudent from qualified experts who can address issues specific to your business. We encourage you to seek advice from experts as you design and implement your loss prevention procedures. Chubb does not require that any customer use the products or service of particular vendors. Listed above are the names of some resources and vendors of which we are aware. You should feel free to contact them or any other source to advice determine whether they can be helpful. Chubb does not warrant their products or services. Any arrangement you make with the above vendors and resources are entirely within your discretion.

COMMERCIAL AUTO  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY CHANGES – PHYSICAL DAMAGE INSPECTION**

For a covered "private passenger auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to **Physical Damage Coverage** and apply in place of any conflicting policy provision:

### **A. Changes In Physical Damage Coverage**

#### **Mandatory Inspection For Physical Damage Coverage**

1. We have the right to inspect any "private passenger auto", including a non-owned "private passenger auto", insured or intended to be insured under this Coverage Form, before Physical Damage Coverage shall be effective.
2. During the term of the Policy, coverage for an additional or replacement "private passenger auto" shall not become effective until the "insured" notifies us and requests coverage for the "private passenger auto". However, if the "insured" replaces a "private passenger auto" insured with us for at least 12 months before the replacement date with a "private passenger auto" acquired during the policy period, we will provide the same coverage which applied to the replaced "private passenger auto" for three days beginning on the date the "insured" acquires the replacement "private passenger auto". We will also provide an additional day of coverage for each Saturday, Sunday or New Jersey state holiday falling within the three days. After three days, coverage will not apply until the "insured" notifies us and requests coverage for the "private passenger auto".
3. When an inspection is required by us, the "insured" shall cooperate and make the "private passenger auto" available for the inspection.

### **B. Changes In Definitions**

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Private passenger auto" means:
  - a. A private passenger "auto" of a private passenger or station wagon type that is owned or hired and is neither:
    - (1) Used as a public or livery conveyance for passengers including, but not limited to, any period of time an "auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto"; nor
    - (2) Rented to others with a driver; and
  - b. A motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or camper-type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the "insured" other than farming or ranching. An "auto" owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger auto owned by two or more relatives resident in the same household.

3. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY CHANGES**

For a covered "auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **1.b.(4)** of the **Who Is An Insured** provision is replaced by the following:

**(4)** Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

However, this paragraph does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

2. Exclusion **11. Pollution** is amended by the addition of the following:

This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

### **B. Changes In Conditions**

The following is added to the **Loss Payment – Physical Damages Coverages** Condition:

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

- a. An "auto" repair facility with whom we have an arrangement; or
- b. An "auto" repair facility of your choice; in any repairs to the "auto".

If you choose to use an "auto" repair facility other than an "auto" repair facility with whom we have an arrangement, we will pay you in accordance with the terms and conditions, including price, provided by the "auto" repair facility with whom we have an arrangement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY CHANGES – CANCELLATION FOR OVERSIZED VEHICLES**

This endorsement modifies insurance provided under the following:

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

The following is added to **E. Cancellation** Common  
Policy Condition:

We will send notice to the Motor Vehicle  
Commission 10 days before the effective date of  
cancellation of insurance for any "auto" subject to  
and in excess of statutory weight limitations and  
permit requirements.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.
- This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.
- B.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
- a.** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:
- (1)** 10 days before the effective date of cancellation if we cancel for:
- (a)** Nonpayment of premium; or
- (b)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
- (i)** "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and
- (ii)** "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

**7. Cancellation Of Policies In Effect For 60 Days Or More**

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
  - (1) Replaced coverage elsewhere; or
  - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:

**NONRENEWAL**

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
  - a. Certified mail; or
  - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
  - a. Replaced coverage elsewhere; or
  - b. Specifically requested termination.



POLICY NUMBER: (20) 9949-99-79

COMMERCIAL AUTO  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

**Named Insured:** ALUMINUM SHAPES LLC

**Endorsement Effective Date:** 12-04-2020

### **SCHEDULE**

**Limit Of Insurance:** \$35,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a.** The limit of any applicable liability bonds or policies has been exhausted by judgments or payments; or

- b.** A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:

- (1)** Have been given prompt written notice of such tentative settlement; and
- (2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

If the Named Insured is designated in the Schedule or Declarations as:

1. An individual, then the following are "insureds":
  - a.** The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. The Named Insured for "property damage" only.

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. With respect to an "uninsured motor vehicle", any claim settled without our consent.
- 2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle", unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 4. The direct or indirect benefit of any insurer of property.
- 5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
- 7. The first \$500 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 8. "Property damage" caused by a hit-and-run vehicle.
- 9. Punitive or exemplary damages.
- 10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:
  - a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
  - b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse is "occupying", at the time of an "accident", a motor vehicle described in Subparagraph a. or b. above.

- 11. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit Of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".
  - a. However, subject to our maximum Limit of Insurance for this coverage, if:
    - (1) An "insured" is not the individual Named Insured under this Policy;
    - (2) That "insured" is an individual Named Insured under one or more other policies providing similar coverage; and
    - (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

b. However, subject to our maximum Limit of Insurance for this coverage, if:

- (1) An "insured" is not the individual Named Insured under this Policy or any other policy;
- (2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and
- (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as a "family member".

However, Paragraphs **D.1.a.** and **D.1.b.** do not apply to "employees" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured.

2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits.

## E. Changes In Conditions

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

However, if an "insured" is:

- (1) An individual Named Insured under one or more policies providing similar coverage;
- (2) Not "occupying" a vehicle owned by that individual Named Insured; and
- (3) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

However, if an "insured" is:

- (a) Insured as a "family member" under one or more policies providing similar coverage;
- (b) Not an individual Named Insured under this or any other policy; and
- (c) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as a "family member".

b. Any insurance we provide with respect to a vehicle:

- (1) The Named Insured does not own; or
- (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured And Underinsured Motorists Coverage under this Coverage Form,

shall be excess over any other collectible uninsured motorists or underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver or "stolen vehicle" is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice, in writing, of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.  
If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:
  - (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and
  - (2) We also have a right to recover the advanced payment.

**4. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".
  2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
  3. "Occupying" means in, upon, getting in, on, out or off.
  4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
    - a. For which no liability bond or policy applies at the time of an "accident";
    - b. For which an insuring or bonding company denies coverage or is or becomes insolvent;
    - c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:
      - (1) An individual Named Insured or any "family member";
      - (2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, is "occupying"; or
      - (3) A covered "auto";
    - d. For which the only available coverage is a special automobile policy, as defined by New Jersey law; or
    - e. That is a "stolen vehicle".
- However, an "uninsured motor vehicle" does not include any vehicle:
- (1) Owned by or furnished or available for the regular use of the Named Insured or any "family member", except a "stolen vehicle", if the Named Insured is an individual;
  - (2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
  - (3) Owned by any governmental unit or agency;
  - (4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;
  - (5) Operated on rails or crawler treads;
  - (6) Designed for use mainly off public roads while not on public roads; or
  - (7) While located for use as a residence or premises.
5. "Underinsured motor vehicle" means the following:
    - a. With respect to an "insured" who:
      - (1) Is not the individual Named Insured under this Policy;
      - (2) Is an individual Named Insured under one or more other policies providing similar coverage; and
      - (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.
    - b. With respect to an "insured" who:
      - (1) Is not the individual Named Insured under this Policy or any other policy;
      - (2) Is insured as a "family member" under one or more other policies providing similar coverage; and
      - (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as a "family member".

- c.** With respect to any other "insured" who is not described in Paragraph **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the Limit of Insurance for this coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

- (1)** Owned or operated by a self-insurer under any applicable motor vehicle law;
- (2)** Owned by any governmental unit or agency;
- (3)** Operated on rails or crawler treads;
- (4)** Designed for use mainly off public roads while not on public roads;

- (5)** While located for use as a residence or premises; or
  - (6)** Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".
- 6.** "Stolen vehicle" means a vehicle that is a covered "auto" and, at the time of the "accident", the vehicle is operated by an unknown third person without the consent of the "insured".

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION  
OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Under the **Cancellation** condition of the Common Policy Conditions, the time period is amended as follows:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 90 days before the effective date of cancellation if we cancel for any other reason.

B. Under the Common Policy Conditions, the following condition is added:

**WHEN WE DO NOT RENEW**

When we do not renew this policy, we will mail or deliver to the first Named Insured written notice of the non renewal at least 90 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: (20)9949-99-79

COMMERCIAL AUTO  
CA 22 30 01 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW JERSEY PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

**Named Insured:** ALUMINUM SHAPES LLC

**Endorsement Effective Date:** 12/04/2020

### **SCHEDULE**

<b>I. Extended Medical Expense Benefits</b>	
<b>Benefits</b>	<b>Limit Of Insurance</b>
<b>Medical Expenses</b>	<b>\$1,000 Per Person Per "Accident"</b>
<b>II. Medical Expense Benefits Deductible</b>	
Unless otherwise indicated below, medical expense benefits are subject to a deductible of \$250 per "accident".	
<input type="checkbox"/> When indicated to the left, medical expense benefits applicable to:	
<b>A.</b> The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of _____ per "accident" instead of the \$250 deductible; and	
<b>B.</b> An "eligible injured person" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of \$250 per "accident".	
<b>III. Medical Expense Benefits Copayment</b>	
Medical expense benefits are subject to a copayment of 20% per "accident" for amounts payable between the applicable deductible and \$5,000.	
<b>IV. Deletion Of Benefits Other Than Medical Expenses Option</b>	
<input type="checkbox"/> All Personal Injury Protection Benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.	
<b>V. Medical Expense Benefits-As-Secondary Option</b>	
<input type="checkbox"/> If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members" are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.	



<b>VI. Personal Injury Protection Coverage For Pedestrians</b>	
Coverage ONLY is provided for "private passenger automobiles".	<b>Premium</b>
	\$15
<b>VII. Pedestrian Personal Injury Protection</b>	
Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.	
<b>Description Of Vehicle</b>	<b>Premium</b>
NJ 1 2015 GMC YUKON XL (SUV) 1GK2SHKC2FR196881	\$15
NJ 2 2014 FREIGHTLINER 4X2 M2 SERIES 1 3ALACXDT4EDFZ3294	\$15
NJ 3 2015 FREIGHTLINER 4X2 M2 SERIES 1 3ALACXDT0FDGN8983	\$15
NJ 6 2017 FORD F-350 1FT8W3B60HEE23387	\$15
NJ 7 2019 FORD F450SD 1FT8W4DT0KEC73278	\$15
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## A. Coverages

### 1. Personal Injury Protection

We will pay Personal Injury Protection Benefits for "bodily injury" sustained by an "eligible injured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

#### a. Medical Expense Benefits

An amount not exceeding \$250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

#### b. Income Continuation Benefits

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

<b>VI. Personal Injury Protection Coverage For Pedestrians</b>	
Coverage ONLY is provided for "private passenger automobiles".	<b>Premium</b>
	\$15
<b>VII. Pedestrian Personal Injury Protection</b>	
Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.	
Description Of Vehicle	Premium
NJ 8 2012 OTTAWA 313882	\$15
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## A. Coverages

### 1. Personal Injury Protection

We will pay Personal Injury Protection Benefits for "bodily injury" sustained by an "eligible injured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

#### b. Medical Expense Benefits

An amount not exceeding \$250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

#### b. Income Continuation Benefits

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

**c. Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

**d. Death Benefits**

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

- (1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or
- (2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

**e. Funeral Expense Benefits**

An amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred.

**2. Extended Medical Expense Benefits**

We will pay Extended Medical Expense Benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

**3. Pedestrian Personal Injury Protection**

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay Pedestrian Personal Injury Protection Benefits to an "eligible injured person". These Pedestrian Personal Injury Protection Benefits consist of:

**a. Medical Expense Benefits**

An amount not exceeding \$250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

**b. Income Continuation Benefits**

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability; not to exceed net "income" normally earned during the period in which benefits are payable.

**c. Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

**d. Death Benefits**

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

- (1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or
- (2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

**e. Funeral Expense Benefits**

An amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

## **B. Exclusions**

### **1. Personal Injury Protection**

We will not pay Personal Injury Protection Benefits for "bodily injury":

- a.** To a person whose conduct contributed to the "bodily injury" in any of the following ways:
  - (1)** While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or
  - (2)** While acting with specific intent to cause injury or damage to himself or herself or others;
- b.** To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;
- c.** To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;
- d.** Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- e.** Arising directly or indirectly out of:
  - (1)** War, including undeclared or civil war;
  - (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- f.** Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- g.** To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the terms of any other policy with respect to such coverage;
- h.** To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or
- i.** To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the Policy insuring that "auto";
- j.** For the following "diagnostic tests":
  - (1)** Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;
  - (2)** Iridology;
  - (3)** Mandibular tracking and simulation;
  - (4)** Reflexology;
  - (5)** Spinal diagnostic ultrasound;
  - (6)** Surface electromyography (surface EMG);
  - (7)** Surrogate arm mentoring; or
  - (8)** Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation;
- k.** For the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):
  - (1)** Doppler ultrasound;
  - (2)** Electroencephalogram (EEG);
  - (3)** Needle electromyography (needle EMG);
  - (4)** Sonography;
  - (5)** Thermograms/thermographs; or
  - (6)** Videofluoroscopy.

## **2. Extended Medical Expense Benefits**

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion **c.**, which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits:

- a.** We will not pay Extended Medical Expense Benefits for "bodily injury" to any person, other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey.
- b.** We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:
  - (1)** Personal Injury Protection Coverage; or
  - (2)** Any:
    - (a)** Workers' compensation law; or
    - (b)** Medicare provided under federal law.
- c.** We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:
  - (1)** Deductible;
  - (2)** Copayment; or
  - (3)** Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

## **3. Pedestrian Personal Injury Protection**

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.**, which do not apply to Pedestrian Personal Injury Protection Coverage.

## **C. Limit Of Insurance**

- 1.** Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:
  - a.** All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.
  - b.** Medicare provided under federal law.
  - c.** Benefits actually collected that are provided under federal law to active and retired military personnel.

- 2.** Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services, or the usual, customary and reasonable fee, whichever is less.
- 3.** Any amounts payable for medical expense benefits as the result of any one "accident" shall be:
  - a.** Reduced by the applicable deductible indicated in the Schedule or in the Declarations; and
  - b.** Subject to the copayment of 20% for the amount between the applicable deductible and \$5,000.
- 4.** The applicable limit of income continuation benefits applies separately to each full regular and customary work week of an "eligible injured person". If this disability from work or employment consists of or includes only a part of such a week, we shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the partial week bears to the number of days in his or her full work week.
- 5.** If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the following provisions apply to medical expense benefits:

### **a. Priority Of Benefits**

- (1)** The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.
- (2)** This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.
- (3)** The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

**b. Determination Of Medical Expense Benefits Payable**

- (1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and copayment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits-As-Secondary Coverage Option.
- (2) If the remaining "allowable expenses" are:
  - (a) Less than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or copayment.
  - (b) Greater than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the benefits calculated in Paragraph (1) above, without reducing the remaining "allowable expenses" by the deductible or copayment.
- (3) We will not reduce the "actual benefits" determined in Paragraph 2.:
  - (a) By any deductibles or copayments of the health benefits plans which have provided primary coverage for medical expense benefits; or
  - (b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph (4) below.
- (4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.
- (5) The total amount of medical expense benefits for the "named insured" or any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this Policy.

**c. Health Benefits Plan Ineligibility**

- (1) If, after the "named insured" has elected the Medical Expense Benefits-As-Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be provided to the "named insured" or any "family member", subject to the following:
  - (a) Only Paragraph 1. of the Limit Of Insurance Provision will apply with respect to medical expense benefits.
  - (b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:
    - (i) Be reduced by a deductible equal to the sum of \$750 plus the applicable deductible indicated in the Schedule or in the Declarations; and
    - (ii) Be subject to a copayment of 20% for amounts less than \$5,000 after the deductible has been applied.
    - (iii) Be determined:
      - i. By the medical fee schedules promulgated by the New Jersey Department of Insurance; or
      - ii. By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.

- (iv) Not exceed the maximum amount payable for medical expense benefits under this Policy.
- (2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:
  - (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
  - (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.
- (3) We shall be entitled to recover the difference between:
  - (a) The reduced premium paid under this Policy for the Medical Expense Benefits-As-Secondary Option; and
  - (b) The premium which would have been paid under this Policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits-As-Secondary Option for the remainder of the policy period.

- 6. The Limit Of Insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

#### D. Changes In Conditions

- 1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:
  - a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

- b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:
  - (1) Full particulars of the nature and extent of the "bodily injury"; and
  - (2) Such other information that will help us determine the amount due and payable.
- c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.
- d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits copayment in accordance with New Jersey law or regulation. This copayment shall be in addition to:
  - (1) Any medical expense benefits deductible or copayment; or
  - (2) Any penalty imposed in accordance with our **Decision Point Review Plan**.
- 2. The **Policy Period, Coverage Territory** Condition for **Personal Injury Protection** and **Extended Medical Expense Benefits** is replaced by the following:

This Coverage Part applies only to "accidents" which occur during the policy period:

  - a. Anywhere in the world.
  - b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.
- 3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".



4. The following **Reimbursement And Trust Condition** is added:

Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

- a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our **Decision Point Review Plan**. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.
- b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.
- c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.
- d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

When the Schedule or the Declarations indicates that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay Personal Injury Protection Benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any Personal Injury Protection Benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

If the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

a. **Care Paths For "Identified Injuries" (Medical Protocols)**

- (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

The care paths do not apply to treatment administered during "emergency care".

- (2) Upon notification to us of a "bodily injury" covered under this Policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.

- (3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our **Decision Point Review Plan**.

A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".

**b. Coverage For "Diagnostic Tests"**

- (1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our **Decision Point Review Plan**:
- (a) Brain audio evoked potential (BAEP);
  - (b) Brain evoked potential (BEP);
  - (c) Computer assisted tomographic studies (CT, CAT Scan);
  - (d) Dynatron/cyber station/cybex;
  - (e) H-reflex Study;
  - (f) Magnetic resonance imaging (MRI);
  - (g) Nerve conduction velocity (NCV);
  - (h) Somasensory evoked potential (SSEP);
  - (i) Sonogram/ultrasound;
  - (j) Visual evoked potential (VEP);
  - (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:
    - (i) Brain mapping;
    - (ii) Doppler ultrasound;
    - (iii) Electroencephalogram (EEG);
    - (iv) Needle electromyography (needle EMG);
    - (v) Sonography;
    - (vi) Thermography/thermograms;
    - (vii) Videofluoroscopy; or
  - (l) Any other "diagnostic test" that is subject to the requirements of our **Decision Point Review Plan** by New Jersey law or regulation.

- (2) The "diagnostic tests" listed under Paragraph (1) must be administered in accordance with New Jersey Department of Banking and Insurance regulations, which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

- (3) We will pay for other "diagnostic tests" that are:

- (a) Not subject to our **Decision Point Review Plan**; and
- (b) Not specifically excluded under Exclusion j.; only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

**c. Decision Point Review Plan**

- (1) Coverage for certain medical expenses under this endorsement is subject to our **Decision Point Review Plan**, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
- (2) Our **Decision Point Review Plan** includes the following minimum requirements as prescribed by New Jersey law or regulation:
- (a) The requirements of the **Decision Point Review Plan** only apply after the tenth day following the "accident".
  - (b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury", the administration of a "diagnostic test" listed under Paragraph (1) or the use of durable medical equipment is required.
- The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.

(3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:

- (a) Promptly review the notice and supporting materials; and
- (b) If required as part of our review, request any additional medical records or schedule a physical examination.

(4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment, "diagnostic test" or use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in New Jersey Department of Banking and Insurance regulations.

Any determination we make will be based on the determination of a physician. If the physician prepares a written report concerning the examination we have required, such report will be made available to the "eligible injured person" upon request.

(5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.

(6) We may deny reimbursement of further treatment, testing or use of durable medical equipment for repeated unexcused failure of an "eligible injured person" or "insured person" to appear for a physical scheduled examination required by us in accordance with our plan.

(7) A penalty will be imposed in accordance with our plan if:

- (a) We do not receive proper notice and "clinically supported" findings; or
- (b) Any "eligible injured person" or "insured person" fails to use a network in accordance with N.J.A.C. 11:3-4.8.
- (c) We do not receive proper notice for treatment, "diagnostic tests" or durable medical equipment in accordance with the requirements of our **Decision Point Review Plan**.

However, no penalty will be imposed where the proper notice or findings were received by us and we thereafter failed to act in accordance with our plan to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings.

#### d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with N.J.A.C. 11:3-5.6.

However, prior to submitting such matter to dispute resolution, providers who are assigned service benefits by an "eligible injured person" or "insured person", or have a power of attorney from such person, shall be subject to our internal appeals process in accordance with New Jersey law or regulation. Any request for dispute resolution may include a request for review by a medical review organization.

10. The following condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection**:

#### Coordination And Nonduplication

- a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic Personal Injury Protection Benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic Personal Injury Protection Coverage as approved by the Commissioner of Insurance.

11. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits**:

**Medical Payments Deletion**

In consideration of the coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the Coverage Part is deleted with respect to an "auto" which is a covered "auto".

**E. Definitions**

The **Definitions** section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.

2. The following definitions are added for **Personal Injury Protection**, **Extended Medical Expense Benefits** and **Pedestrian Personal Injury Protection**:

a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".

b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or Personal Injury Protection Benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostic test", has:

- (1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;
- (2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
- (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and
- (4) Recorded and documented these observations, positive and negative findings and conclusions on the "insured's" medical records.

d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

- (1) Medical;
- (2) Dental;
- (3) Physical therapy;
- (4) Chiropractic; or
- (5) Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

e. "Eligible expense" means:

- (1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and copayment(s), if any.
- (2) In the case of Personal Injury Protection Benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and copayment, shall not exceed:
  - (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

- (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.
- f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medically necessary care immediately following an "accident", including but not limited to, immediate prehospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".
- g. "Family member" means a person related to the "named insured" by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the "named insured".
- h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
- (1) Hospital or health care facilities that are maintained by a state or any of its political subdivisions or licensed by the Department of Health and Senior Services;
  - (2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
  - (3) A nonprofit voluntary visiting nurse organization providing health care services other than in a hospital;
- (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
  - (5) Physicians licensed to practice medicine and surgery;
  - (6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses, occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapy assistants and occupational therapy assistants;
  - (7) Registered bioanalytical laboratories;
  - (8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
  - (9) Providers of other health care services or supplies including durable medical goods.
- i. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment:
- (1) Cervical Spine: Soft Tissue Injury;
  - (2) Cervical Spine: Herniated Disc/Radiculopathy;
  - (3) Thoracic Spine: Soft Tissue Injury;
  - (4) Thoracic Spine: Herniated Disc/Radiculopathy;
  - (5) Lumbar-Sacral Spine: Soft Tissue Injury;
  - (6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and
  - (7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.
- j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.
- k. "Income producer" means a person who, at the time of the "accident", was in an occupational status, earning or producing income.

l. "Named insured" means the person or organization named in Item 1 of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the Policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family copartnership or corporation, the term "named insured" also includes the head of the household of each family designated in the Policy as having a working interest in the farm.

m. "Occupying" means in, upon, getting in, on, out or off.

n. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.

o. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

(1) A private passenger or station wagon type auto;

(2) A van, a pickup or panel truck or delivery sedan; or

(3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

(a) A motorcycle;

(b) An auto used as a public or livery conveyance for passengers including, but not limited to, any period of time an auto is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

This Paragraph (b) does not apply to an auto being used during any period of time a person is logged into a "transportation network platform" as a driver, a "transportation network company rider" is not "occupying" the auto and that driver has not accepted a request through the "transportation network platform" to transport a passenger.

(c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or

(d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

p. "Transportation network company rider" means a passenger who uses a "transportation network platform" to connect with a driver for the purpose of receiving prearranged transportation services.

q. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

3. The following definition is added to the **Definitions** section for **Personal Injury Protection**:

"Eligible injured person" means:

a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":

(1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or

(2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

- b. Any other person who sustains "bodily injury":
  - (1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or
  - (2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".
- 4. The following is added to the **Definitions** section for **Extended Medical Expense Benefits**:
  - a. "Highway vehicle" means a land motor vehicle or trailer other than:
    - (1) A "private passenger auto";
    - (2) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads;
    - (3) A vehicle operated on rails or crawler treads; or
    - (4) A vehicle while located for use as a residence or premises.
  - b. "Insured person" means:
    - (1) The "named insured" and, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":
      - (a) While occupying, using, entering into or alighting from a "highway vehicle"; or
      - (b) While a "pedestrian", caused by a "highway vehicle".
    - (2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance including, but not limited to, any period of time a vehicle is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle) if such "highway vehicle" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured"; or
- (3) Any other person who sustains "bodily injury" occupying a covered "auto" if the covered "auto" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".
- 5. The following is added to the **Definitions** section for **Pedestrian Personal Injury Protection**:
  - a. "Eligible injured person" means:

A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".
  - b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

COMMERCIAL AUTO  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NEW JERSEY PERSONAL INJURY PROTECTION –  
OPTIONAL WAIVER OF SCHEDULED MEDICAL  
EXPENSE BENEFITS DEDUCTIBLE AND CO-PAYMENT**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

**NEW JERSEY PERSONAL INJURY PROTECTION**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to **C. Limit Of Insurance:**

The Medical Expense Benefits Deductible and the Medical Expense Benefits Co-payment listed in the Schedule of the New Jersey Personal Injury Protection endorsement or the Declarations will be waived in the event that the "eligible injured person" or "insured person" elects to receive medical treatment from a provider that is part of an organized delivery system (ODS) that has contracted with us, or with our personal injury protection vendor.

If any single bill is received from an in-network provider in the ODS with billed charges of \$10,000 or more, then any amounts payable for medical expense benefits may be reduced by the lesser of either:

- a. The actual ODS access fee; or
- b. 25% of the reduction in charges resulting from the use of the ODS provider.



**New Jersey**  
**Personal Injury Protection Coverage**  
**Important Notice**

At Chubb, we understand that when you purchase an automobile insurance policy, you are buying protection and peace of mind in the event you are injured in an accident. It is, therefore, important to you that Chubb provide you first rate claims service. Our goal is to process claims for medically necessary treatment and testing quickly and fairly.

This notice explains how your medical claims will be handled, including the Decision Point/Pre-certification requirements that you and your medical provider must follow in order to receive the maximum benefits provided by your policy. Please read this notice carefully.

**Please note:** Following an accident you or your representative must call us to report your claim at 1-800-252-4670 as quickly as possible. Treatment rendered during the first ten days following an accident or emergency care is not subject to pre-certification or decision point review.

Please provide the following information when you notify us:

- Your policy number
- Patient's name
- Insured's name
- The date of the accident
- Name(s) of your medical providers

**DECISION POINT REVIEW AND PRE-CERTIFICATION REQUIREMENTS**

**Please note:** Under the provisions of your policy and applicable New Jersey regulations, Decision Point Reviews and/or Pre-certification of specified medical treatment and testing is required in order for medically necessary expenses to be fully reimbursable under the terms of your policy. The following questions and answers only provide an overview of Decision Point Reviews and Pre-certification requirements. You should read your policy for the actual Decision Point Review and Pre-certification requirements as well as other policy terms and conditions.

**What is a Decision Point Review?**

The New Jersey Department of Banking and Insurance has published standard courses of treatment for soft tissue injuries of the neck and back. These are called Care Paths and provide your medical provider with general guidelines for treatment and diagnostic testing as to these injuries. The Care Paths include requirements that your medical provider consult with us at certain stages in your treatment. These are called Decision Point Reviews.

**What is Pre-certification?**

Pre-certification is required for injuries not included in the Care Paths described above. Pre-certification means that a medical professional will review the request for treatment submitted by your medical provider to make sure that, in our opinion, you are receiving the appropriate level of medical care for your injuries. This does not mean that you need to obtain our approval before consulting your medical provider when you are injured. However, it does mean that your medical provider is required to submit a treatment plan and/or request approval for specified treatment and diagnostic testing (these are described in your policy) in order for you to receive maximum reimbursement under the policy.

**What do I need to do to comply with the Decision Point Review and Pre-certification requirements in my policy?**

Just provide us with the name(s) of your medical providers. We will then contact them, both by phone and in writing, to explain the entire process. We will provide you with the same packet of information we will send to your medical providers.

**How do I know what type of treatment needs a Decision Point Review or Pre-certification?**

When we contact your medical provider, we will furnish complete information regarding the type of treatment or services requiring Decision Point Review or Pre-certification. Of course, if you would like more information in this regard, please contact your Claim Representative at 1-800-524-2392.

**Please note:** Treatment in the first 10 days after an accident and emergency care is not subject to pre-certification or decision point review. However, for benefits to be paid in full, the treatment must be medically necessary. This is true in all events.

**How does the Decision Point Review/Pre-certification Process Work?**

Your medical provider is responsible for supplying treatment/Decision Point information to us, as well as requesting Pre-certification of treatment and diagnostic testing in accordance with the requirements of your policy. We will encourage your medical provider to submit a comprehensive treatment plan to us, whenever possible to avoid interruptions in treatment.

When we receive a Decision Point Review or Pre-certification request from your medical provider (along with the appropriate medical documentation), your medical provider will be notified whether or not our medical professional agrees with the treatment plan submitted. Any denial of a treatment plan will be made by our Medical Director. You have the right to appeal our decision using the appeal process described below. If our Medical Director does not agree with the treatment plan, you still have the right to continue treatment. However, the expenses will not be reimbursable under your policy if the treatment is not medically necessary.

In addition, if our Medical Director does not agree with your medical provider's treatment plan, we may also request that you attend an Independent Medical Examination. If an Independent Medical Examination is requested, the exam will be:

- Scheduled within seven business days of the request (unless you agree to extend the time period);
- Conducted by a "health care provider" in the same specialty as your treating medical provider; and
- Conducted at a location reasonably convenient to you.

If an Independent Medical Examination is required, your treatment may proceed while the exam is being scheduled and until the results are available.

**How does my medical provider request a Decision Point Review or Pre-certification?**

Requests for Decision Point Reviews and Pre-certification of medical treatment should be directed to our managed care utilization review organization.

**What happens if my medical provider does not request a Decision Point Review or Pre-certification of medical treatment, as required in my policy?**

If the requirements in your policy are not met, your expenses for medically necessary treatment and testing will be subject to an additional co-payment of 50%. Keep in mind that treatment which is not medically necessary is not reimbursable under the terms of the policy.

**Can my medical provider or I appeal the Decision Point Review or Pre-certification decision?**

Yes. When our managed care utilization review organization is unable to certify an admission, hospital stay, treatment plan, diagnostic test, or any other service, you or your medical provider may request reconsideration by a physician advisor. The reconsideration process will occur within three business days of the receipt of the request.

When reconsideration does not resolve a difference of opinion, you or your medical provider may submit the case for appeal through a dispute resolution process. Our managed care utilization review organization will inform either you or your medical provider of the right to initiate an appeal and the procedure to do so when the review determination has been made. The appeal may be made to a certified Medical Review Organization through the American Arbitration Association.

If you or your medical provider have any questions regarding medical services which have been denied, you can contact our managed care utilization review organization or your Claim Representative.

**DEDUCTIBLES AND CO-PAYMENTS**

**What is my deductible?**

Medical expense benefits are subject to the deductible described below unless another deductible is indicated on the Declarations page of your policy.

- Medical Services - 20% for the amount between the applicable deductible and \$5,000 per accident.

**What is my co-payment?**

As specified in your policy, the following tests or services have the co-payments indicated:

- Durable Medical Equipment (in excess of \$50 or rental greater than 30 days) - 30% per person, per service

**Voluntary Utilization Program**

Should you and your medical provider choose to use the voluntary utilization network for Durable Medical Equipment (in excess of **\$50** or rental greater than 30 days), the corresponding **30%** co-payment will be waived. Though we do not provide a network of primary healthcare providers (**YOU** select your primary medical provider), your policy does encourage you to obtain certain services and or supplies from pre-approved vendors. Use of these networks is strictly voluntary.

**Are there any other co-payments?**

If the Decision Point Review or Pre-certification requirements in your policy are not met, your expenses for medically necessary treatment and testing will be subject to an additional co-payment of 50%. Again, keep in mind that treatment which is not medically necessary, is not reimbursable under the terms of your policy.

## **ASSIGNMENT OF BENEFITS**

### **Can I assign my benefits?**

Yes, but only to a provider of service benefits. Please read the Payment of Benefits section in your policy carefully. All assignments are subject to all requirements, duties and conditions of the policy, including, but not limited to, Pre-certification, Decision Point Review, exclusions, deductibles and co-payments.

**NO COVERAGE IS PROVIDED BY THIS NOTICE OR THE QUESTIONS AND ANSWERS CONTAINED IN IT. THIS NOTICE DOES NOT REPLACE ANY OF THE PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY CAREFULLY FOR COMPLETE INFORMATION AS TO THE TERMS OF YOUR COVERAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

***ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.***

Chubb  
202B Hall's Mill Road  
P.O. Box 1650  
Whitehouse Station, NJ 08889 - 1650

COMMERCIAL AUTO  
CA 99 03 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

**D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

**E. Changes In Conditions**

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER: (20) 9949-99-79

COMMERCIAL AUTO  
CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	NJ 1 2015 GMC 1GK2SHKC2FR196881	\$ 50	30	\$ 1,500	\$ 11
<b>Collision</b>	NJ 1 2015 GMC 1GK2SHKC2FR196881	\$ 50	30	\$ 1,500	\$ 17
<b>Specified Causes Of Loss</b>					
<b>Total Premium</b>					\$ 112

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.



POLICY NUMBER: (20) 9949-99-79

COMMERCIAL AUTO  
CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	NJ 5 2016 BUICK KL4JASB1GB678618	\$ 50	30	\$ 1,500	\$ 11
<b>Collision</b>	NJ 5 2016 BUICK KL4JASB1GB678618	\$ 50	30	\$ 1,500	\$ 17
<b>Specified Causes Of Loss</b>					
<b>Total Premium</b>					<b>INCL</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

**B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

**C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

POLICY NUMBER: (20) 9949-99-79

COMMERCIAL AUTO  
CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	NJ 6 2017 FORD 1FT8W3B60HEE23387	\$ 50	30	\$ 1,500	\$ 11
<b>Collision</b>	NJ 6 2017 FORD 1FT8W3B60HEE23387	\$ 50	30	\$ 1,500	\$ 17
<b>Specified Causes Of Loss</b>					
<b>Total Premium</b>					<b>INCL</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

**B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

**C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

POLICY NUMBER: (20) 9949-99-79

COMMERCIAL AUTO  
CA 99 23 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	NJ 7 2019 FORD 1FT8W4DT0KEC73278	\$ 50	30	\$ 1,500	\$ 11
<b>Collision</b>	NJ 7 2019 FORD 1FT8W4DT0KEC73278	\$ 50	30	\$ 1,500	\$ 17
<b>Specified Causes Of Loss</b>					
<b>Total Premium</b>					<b>INCL</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

COMMERCIAL AUTO  
CA 99 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.